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ABSTRACT

The collective bargaining agreement between Cuyahoga Community College District and the college's chapter of the American Association of University Professors covering the period September 1, 1985-September 1, 1989 is presented. Items covered in the agreement include: unit recognition, membership obligations, dues checkoff, board of trustees' rights and responsibilities, conditions of employment and responsibilities of full-time faculty, retrenchment of tenured faculty, reduction in force of tenure-track and nontenured faculty, personal leave, sick leave, professional improvement leave, military leave of absence, jury duty, leaves of absence without pay, teacher salaries for 1986-1988, life insurance, health care, long-term disability insurance, accidental death and dismemberment insurance, summer school, retirement, faculty benefits and privileges, patents and copyrights, union rights and responsibilities, evaluations, academic freedom and responsibility, tuition remission, personnel files, college governance, grievance, no strike/lockout, and professional activities outside the college. (SW)

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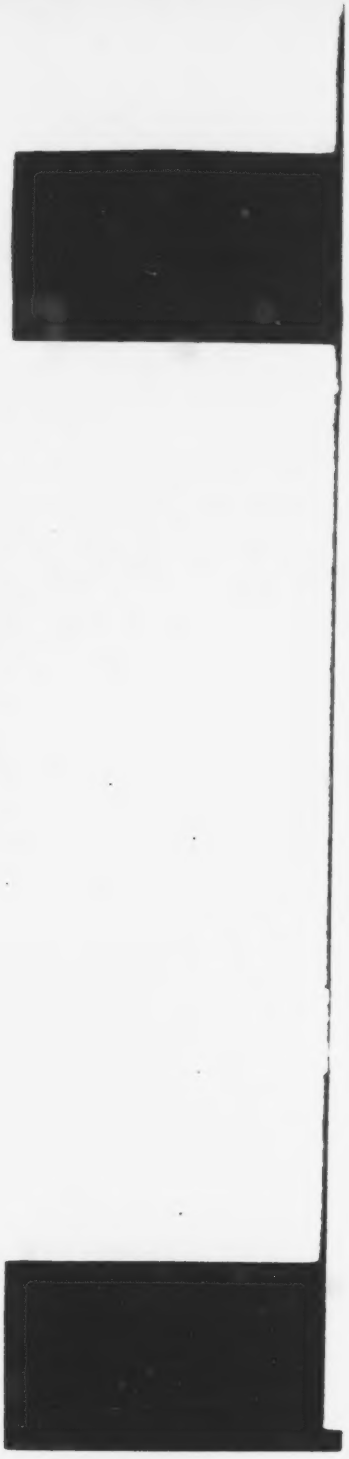

AGREEMENT

Between
CUYAHOGA COMMUNITY COLLEGE DISTRICT
and the
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS
CUYAHOGA COMMUNITY COLLEGE CHAPTER
Effective September 1, 1986, through September 1, 1989

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AGREEMENT

ARTICLE I
PURPOSE

Section 1. This Memorandum of Agreement is entered into between the Cuyahoga Community College District, hereinafter referred to as the "College" and the American Association of University Professors, Cuyahoga Community College Chapter, hereinafter referred to as the "CCC-AAUP."

Section 2. This Memorandum of Agreement is designed to provide a fair and reasonable method by which faculty members covered by this Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment and to establish an orderly procedure for the resolution of differences between the College and the faculty who are members of the bargaining unit.

ARTICLE II
RECOGNITION

Section 1. Pursuant to the certification by the American Arbitration Association of the results of the Representation Election conducted in accordance with the Conditions and Procedures established in the Preelection Agreement as approved by the Cuyahoga Community College District Board on September 29, 1977, the College hereby recognizes the CCC-AAUP as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all members of the bargaining unit described below.

Section 2. The members of such bargaining unit are full time tenure-track faculty members, including counselors and librarians.

Section 3. The following categories of employees are excluded from the bargaining unit.

A. All supervisory employees, including all department heads. "Supervisor" means any individual who has authority, in the interest of the public employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other public employees; or to responsibly direct them, or to adjust their grievances, or to effectively recommend such action, if the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

B. All confidential employees. "Confidential Employees" means any employee whose functional responsibilities or knowledge in connection with the issues involved in dealings between the employer and its employees would make their membership in an employee organization incompatible with their official duties.

C. All management level employees, including all department heads and division heads, except program coordinators who have more than fifty percent (50%) of their asssignments in direct instruction of students. "Management Level Employees" means any individual who formulates policy on behalf of the public employer or who may reasonably be required on behalf of the public employer to assist in preparation for the conduct of collective negotations, administer collectively negotiated agreements, or has a major role in personnel administration.

D. All faculty members who are not on tenure-track, i.e., including those employed as full-time lecturers.

E. All part-time faculty members.

F. All counselors, librarians, and all program coordinators spending fifty percent (50%) or more of their assignment in supervisory and/or administrative activities.

Section 4. Where used in this Agreement, the term "faculty" includes all employees of the bargaining unit except where specifically stated.

ARTICLE III
MEMBERSHIP OBLIGATIONS

Section 1. Membership in the CCC-AAUP is not compulsory. Members of the bargaining unit have the right to join or not to join the CCC-AAUP as each may decide. Neither party shall coerce or discriminate against a faculty member in this regard. However, the parties recognize that as the exclusive bargaining agent and grievance representative for all members of the bargaining unit, which includes both members and non-members of the CCC-AAUP, the CCC-AAUP performs an important service for members of the bargaining unit and contributes toward fulfillment of the mission of the institution.

ARTICLE IV
CHECKOFF

Section 1. The College will deduct any initiation fees and dues levied in accordance with the Constitution and Bylaws of the CCC-AAUP from the pay of members of the bargaining unit covered by this Agreement upon receipt from the CCC-AAUP of individual signed authorization cards executed by the member for that purpose and bearing his signature.

Section 2. The College's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization during the 15 day period commencing on June 1 and ending on June 15 of each year or upon the termination of employment or transfer to a job classification outside the bargaining unit.

Section 3. Agency Shop. All employees who are covered by this Agreement who are not members of the Union and who have been employed by the College for sixty (60) days or more shall pay a fair share fee not greater than the dues paid by members of the Union. Said fair share fee shall be paid by payroll deduction as provided in this Article.

All authorized deductions will be made from the member's pay on a regular basis. The College shall deduct on a regular basis from each non-member of the recognized bargaining unit a fair share fee as determined by the Union, but not greater than the amount of monthly Union dues. All deductions shall be transmitted to the Union no later than the fifteenth (15th) day following the end of the month in which the deduction is made together with a list of the members of the bargaining unit paying such dues or fees by payroll deductions, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted. All non-members have all rights and privileges in accordance with Ohio Revised Code 4117.09 (C) pertaining to political expenditures by the employee organization.

Section 4. The CCC-AAUP shall indemnify and hold the College and any of its agents harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of action taken or not taken by the College for the purpose of complying with any of the provisions of this Article, or in reliance on any notice or authorization form furnished under any of the provisions of this Article.

Section 5. The College shall promptly furnish the CCC-AAUP with the names of all newly hired employees covered by this Agreement together with their addresses as they appear on the records of the College.

Section 6. Newly hired employees in the bargaining unit will conform to job description requirements and receive all wages and benefits of this Agreement.

ARTICLE V
STATEMENT OF BOARD RIGHTS AND RESPONSIBILITES

Except as specifically limited by explicit provisions of this Agreement, the Board of Trustees reserves and retains, solely and exclusively, all Board rights, powers, and authority, including the right of the Board of Trustees, acting through the Administration, to determine and fulfill the mission of the College, determine staffing policy, and in all other respects to plan, manage, evaluate, administer, govern, control, and direct its personnel and operations. Such exclusive Board rights include, but are not limited to, the following:

1 Determine location of campuses, satellites, and other facilities and equipment of the College;

2 Establish, modify and enforce reasonable policies, rules, regulations, and standards for faculty performance.

3 Determine the financial policies and procedures of the College, including the exclusive right to allocate and expend all funds of the College.

4 Determine position qualifications, recruit, and appoint faculty.

5 Evaluate and determine professional competence, grant tenure, promote, supervise, discipline, discharge, and demote for just cause, lay off, transfer among campuses after consulting with the faculty, assign, schedule, and reappoint faculty;

6 Establish, define, modify and abolish job classifications;

7 Initiate, design, develop, adopt, modify and delete degree programs, certificate and award programs, credit courses and non-credit activities and approve and authorize the courses and programs to be offered by the College;

8 Determine program and course curriculum content, objectives, grading standards and procedures;

9 Do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority, and in all respects to carry out the ordinary and customary functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in this Agreement.

ARTICLE VI
CONDITIONS OF EMPLOYMENT AND PROFESSIONAL RESPONSIBILITIES OF FULL-TIME FACULTY

Section 1. Each member of the instructional faculty will be responsible for teaching a standard of 45 EQU's per academic year with a minimum of 10 EQU's and a maximum of 18 EQU's per academic quarter.

Section 2. In addition to the direct teaching workload set forth in Section 1 of this Article, the present Board of Trustees policy 20-060-020 on faculty workload and responsibility will be continued and is incorporated herein by reference.

Section 3. Lab-Lecture/English Composition Ratios.

(A) Effective September 1, 1984, all laboratory sections, as defined in the official College catalog or otherwise approved by the Board of Trustees, will be equated on a .8:1 basis.

(B) Effective September 1, 1985, English Composition courses 101 and 102, as defined in the official College Catalog or otherwise approved by the Board of Trustees, will be equated on a 1.2:1 basis.

(C) The College and the AAUP will monitor and evaluate the English Composition courses in the 090 series, as defined in the official College Catalog or otherwise approved by the Board of Trustees, in order to insure that the required workload of this series of English Composition courses remains fair, reasonable and equitable.

Section 4. In addition to those EQU's reassigned for nonteaching responsibilities related to professional improvement leaves, CCC-AAUP leadership, Joint Faculty Senate Council participation, program coordination, and the reassignment of faculty to perform administration roles, the College also agrees to provide a minimum of 300 EQU's during fiscal year 1987, fiscal year 1988, and fiscal year 1989 for those functions determined to further enhance the instructional/instructionally-related processes of the institution. Those areas for which EQU's may be reassigned based on need are the following: activities related to program development/enhancement; activities related to faculty professional development; activities related to program accreditation/reaccreditation; activities related to special projects having a direct relationship to instructional or instructionally-related programs; and, other activities determined to be of such scope and structure as to require the assignment of EQU's for those persons directly involved in the effort.

A Joint Administration-AAUP committee will be created for the purpose of establishing standards for the granting of faculty members' requests for reassigned EQU's and reviewing the actual reassignment of EQU's to faculty members. The committee shall be comprised of an equal number of representatives (1) from the administration, and (2) selected by the AAUP In the event that a dispute develops regarding the reassignment of EQU's then the matter may be submitted to, purely advisory, non-binding arbitration by either the AAUP or the College Article XXXII of this Agreement shall govern the method of selection and the manner of payment of the arbitrator.

Section 5. Faculty Class Scheduling. The College will attempt to follow the principle of departmental rotation among qualified faculty where practical and feasible and after consulting with the faculty in making multi-campus assignments. In addition, the College will attempt to avoid scheduling a faculty member to teach at more than one (1) campus on a single day if such is practical and feasible. Finally, the College will attempt to avoid assigning a faculty member to an early morning class following a late evening class where practical and feasible.

Section 6. Large Group Instruction. Faculty members engaged in a lecture instructional delivery strategy shall receive additional EQU credit for each enrollment range as follows:

Number of Students	EQU Base/Added
1 to 50	1.0/—
51 to 85	1.0/0.2
86 to 120	1.0/0.4
121 to 155	1.0/0.6
156 or more	1.0/0.8

Section 7. Preparations. Teacher/faculty members shall normally not be required to make more than three different preparations per standard academic quarter, nor more than eight per standard academic year. Exceptions to this standard may be necessary in certain subject areas and for certain instructional delivery systems, and such exceptions shall be documented by a written rationale prepared by the respective division head in consultation with the faculty member involved. This rationale must be approved by the appropriate dean and, following approval, kept on file in the dean's office. Abuses of the College's policy regarding preparations shall be grievable under Article XXXII of this Agreement.

Section 8. Office Hours. Faculty members are to be available in an assigned faculty office for scheduled and unscheduled student conferences for a minimum of ten (10) hours per week at times convenient to both students enrolled in the faculty member's classes and to prospective students seeking information. A faculty member with prior approval from his/her division head and dean, which shall not be unreasonably withheld, may fulfill the ten (10) office hours per week requirement in four (4) days.

ARTICLE VII
RETRENCHMENT: TENURED FACULTY

If, as the result of financial exigency determined in good faith by the Board, a material decrease in student enrollment, or a program reduction, consolidation or elimination, it becomes necessary to reduce the number of tenured faculty, tenured faculty may be laid off without pay.

The Board's good faith determination of financial exigency, material decrease in student enrollment, or program reduction, consolidation or elimination requiring a layoff of tenured faculty will be subject to review under the grievance procedure and, in the event of an unresolved dispute, to final and binding arbitration.

To the extent practicable, as soon as the Administration has reason to believe that there is a serious likelihood that any of these conditions will occur, it will so notify the Rights and Responsibilities Committee and the CCC-AAUP of the contingency and provide them with all available information. The Committee and the CCC-AAUP will have a fair opportunity to evaluate the information and to develop and recommend alternative methods to deal with the problem.

Layoffs will be implemented on a Districtwide basis in the case of financial exigency and within the affected instructional teaching department or equivalent non-instructional unit (considered on a District-wide basis) in the case of a material decrease in enrollment or program reduction, consolidation or elimination.

Except where otherwise required by considerations of program continuity or existing Board staffing policy, no tenured faculty member will be laid off in the case of financial exigency until all part-time lecturers, full-time lecturers and non-tenured faculty have been laid off.

Except where otherwise required by considerations of program continuity or existing Board staffing policy, no tenured faculty member will be laid off in the case of material decreases in student enrollment or program reduction, consolidation or elimination until all part-time lecturers, full-time lecturers and non-tenured faculty within the affected instructional teaching department or equivalent non-instructional unit (considered on a District-wide basis) have been laid off.

Tenured faculty will be laid off on the basis of Districtwide **seniority** (i.e., full-time service), subject to the requirement of possessing the necessary qualifications (1) to teach the courses to be offered, in the case of instructional faculty, or (2) to perform the available and required work, in the case of non-instructional faculty.

Tenured faculty members subject to layoff under these provisions will be given an opportunity to transfer to another instructional teaching department or equivalent non-instructional unit if they possess the necessary qualifications (1) to teach the courses to be offered for instructional faculty or (2) to perform the available and required work for non-instructional faculty.

Laid off tenured faculty members will be offered, in accordance with their seniority, reinstatement if, within a period of five years from the date of layoff an appointment becomes available in the same instructional department or equivalent non-instructional unit to which they were assigned at the time they first became subject to layoff or to which they were subsequently transferred. Laid off tenured faculty members must notify the Administration within thirty (30) days of receiving a recall notice to an available appointment that they intend to accept the offer of reinstatement. The College agrees not to offer an appointment in any instructional department or equivalent non-instructional unit until all laid off tenured faculty members fully qualified to teach therein (instructional faculty) or work therein (non-instructional faculty) have, in accordance with their seniority, been offered reinstatement.

Laid off tenured faculty members shall have the right to review, through the grievance procedure, subject to final and binding arbitration, the validity of their layoff under applicable criteria and procedure.

At least one full academic year's notice will be given to a tenured faculty member subject to layoff hereunder, and layoff will become effective only at the end of the appropriate academic year.

ARTICLE VIII
REDUCTION IN FORCE: TENURE-TRACK NON-TENURED FACULTY

If, because of operational or financial reasons, it becomes necessary to reduce the number of non-tenured, tenure-track faculty at the College, the necessary number of such faculty can be placed on layoff status without pay, pursuant to the following procedure:

1. Except where program continuity or limits established by Board staffing policy require otherwise, all full-time and part-time lecturers within the affected instructional department or equivalent non-instructional unit of the College shall be laid off first, before any non-tenured, tenure-track faculty member in the affected department or equivalent unit is laid off.

2. Except where program continuity or limits established by Board staffing policy require otherwise, non-tenured tenure-track faculty will be laid off in inverse order of seniority (i.e., full-time service) in the affected instructional department or equivalent non-instructional unit considered on a District-wide basis.

3. In the event that a tenure-track appointment becomes available in the same instructional department or equivalent non-instructional unit of the College in which one or more non-tenured tenure-track faculty have been laid off, then, after all previously laid off tenured faculty eligible for appointment to such department or unit have been offered and refused such appointment, non-tenured tenure-track faculty members shall be offered such position in accordance with their relative departmental or unit seniority determined pursuant to paragraph 2 above, for a period of two years from their respective dates of layoff. Laid off non-tenured faculty members must notify the Administration within thirty (30) days of receiving a recall notice to an available appointment that they intend to accept the offer of reinstatement.

4. A tenure-track faculty member who disputes the validity of his layoff has the right to review, through the grievance procedure, whether the criteria and procedure set forth in this Article have been properly followed and applied in his case.

5. Non-tenured, tenure-track faculty subject to layoff hereunder, will receive notice of such layoff in accordance with the following schedule:

   (a) By April 1 of the academic year, at the conclusion of which it is proposed to lay off the faculty member, if the faculty member is in his first or second year of full-time service at the College,

   (b) By December 15 of the academic year, at the conclusion of which it is proposed to lay off the faculty member, if the faculty member is in his third year of full-time sevice with the College,

   (c) One full academic year's notice will be given to non-tenured, tenure-track faculty members who are in their fourth or subsequent year of full-time service at the College.

6. Layoff of non-tenured, tenure-track faculty will become effective only at the end of the appropriate academic year.

ARTICLE IX
PERSONAL LEAVE

Section 1. All members of the bargaining unit may apply for personal leave with full pay up to a maximum of six (6) days during the academic year. Request for personal leave must be made with as much advance notification as is practical.

Section 2. Personal leave shall be granted only for such matters as religious holidays, deaths of immediate family members, illness of immediate family members if the family member is confined to a hospital which is located more than 100 miles from the center of the City of Cleveland, or bona fide personal emergencies. Immediate family members shall include spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, or any other relative residing with the member. A member will not need to state the particular reason for seeking personal leave but will be required to certify that he or she is taking personal leave for one of the designated approved reasons. Personal leave may not be accumulated and carried over into subsequent academic years.

ARTICLE X
SICK LEAVE

Section 1. All members of the bargaining unit will be entitled to fifteen (15) days of sick leave each academic year. Sick leave may be used by members who find it necessary to be absent for reasons of personal illness, personal injury, personal disability, maternity, as well as for medical, dental, or optical examination or treatment, and absence for reason of exposure to a disease which could be communicated to others. In order to qualify for sick leave compensation a member must give notice of an impending absence at the earliest opportunity and submit a signed absence report each month.

Section 2. This sick leave shall be accumulated commencing with the effective date of employment and may be accumulated from academic year to academic year up to a maximum of 150 days. A member of the bargaining unit who has ten (10) or more years of service with

with the College will, upon retirement, be paid for one quarter of his unused sick leave days up to a maximum of thirty (30) days. This payment shall be at the full-time rate the member was receiving during his final year of employment.

Faculty members who at the beginning of any academic year have accumulated the maximum of one hundred fifty (150) sick days will be entitled to draw upon the annual maximum allotment of fifteen (15) sick days without reducing the accumulated total of one hundred fifty (150) sick days. However, under no circumstances may a faculty member take more than a maximum of one hundred fifty (150) sick days or convert more than the maximum of one hundred twenty (120) sick days upon retirement.

Section 3. Faculty members who find it necessary to be absent during the summer session for any of the reasons specified in Section 1 of this Article may utilize up to two (2) days of accrued sick leave.

Section 4. Full salary and benefits shall continue to be paid to a member on sick leave until that member's current and accrued sick leave days are exhausted.

Section 5. The College shall, at the start of each academic year, furnish each member with official notification of the number of sick leave days the member has accumulated.

ARTICLE XI
PROFESSIONAL IMPROVEMENT LEAVE

Section 1. Professional Improvement Leaves will be made available to members of the bargaining unit to promote instructional excellence and professional development. Such leaves may be made available by the College's Board of Trustees each academic year for the purpose of additional education, research, or other such activities deemed of value to the educational mission of the College. At the discretion of the College, any or all of the Professional Improvement Leaves may be designated to be used by individuals to prepare themselves in an additional field of teaching expertise, or for any other appropriate purpose.

Section 2. Members of the bargaining unit who have been contracted by the College as full-time, tenure-track faculty for a minimum of seven (7) contractual academic years are eligible to apply for a Professional Improvement Leave.

Section 3. The number of Professional Improvement Leaves granted by the College each academic year will be limited to five percent (5%) of the total number of full-time, tenure-track faculty contracted at the rank of Instructor, Assistant Professor, Associate Professor, or Professor employed within the College district, however, the number of leaves available for each campus will be proportional to the total number of such bargaining unit members eligible for consideration for Professional Improvement Leaves at each campus.

Effective fiscal year 1985, the College will provide professional improvement leaves for a maximum of five percent (5%) of the full-time, tenure-track faculty as follows:

Plan A - 3 Quarter Absence at 50% Annual Salary
Plan B - 2 Quarter Absence at 67% Annual Salary
Plan C - 1 Quarter Absence at 83% Annual Salary

Plan A available for 50% of PIL's offered per year
Plan B available for 40% of PIL's offered per year
Plan C available for 10% of PIL's offered per year

ARTICLE XII
MILITARY LEAVE OF ABSENCE

Members of the bargaining unit who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States are entitled to a paid leave of absence from their duties at the College for such time, not to exceed thirty-one (31) days in any one academic year, that they are required to be in military service (on field training or active duty). Such employees

must notify the appropriate College administrator as soon as they are advised of when their military obligation shall commence.

ARTICLE XIII
JURY DUTY

The College recognizes the civic duty of faculty members to respond for service when called for jury duty. A faculty member called for jury duty shall be granted a leave of absence with pay for the duration of his/her jury duty service. The faculty member shall promptly reimburse the College for all compensation received for jury duty service, except that provided for expenses (i.e., meals, lodging, and/or mileage).

ARTICLE XIV
LEAVES OF ABSENCE WITHOUT PAY

Section 1. A faculty member may, upon request, be granted a leave of absence without pay for up to, but no more than, one (1) academic year for professional or personal reasons with the approval of the Vice President for Human Resources/Personnel Relations or his designee. Requests for such leaves, stating the reasons, must be submitted in writing at least one (1) quarter before the leave is requested to begin.

Except for unusual circumstances, leaves of absence without pay will not be granted to individuals prior to their completion of three (3) consecutive years of full-time tenure-track service to the College.

Section 2. A faculty member on leave of absence without pay must notify the Vice President for Human Resources/Personnel Relations in writing at least three (3) months prior to the expiration of the leave or by March 1st if the expected date of return is the beginning of the next academic year whether or not he/she intends to return to the College upon the expiration of the unpaid leave of absence.

Section 3. Insurance benefits may be continued during a leave of absence without pay at the faculty member's expense.

Section 4. A faculty member on an approved leave of absence must notify the College not later than March 1 whether or not he/she intends to return to the College next year.

ARTICLE XV
PROFESSIONAL IMPROVEMENT TRAVEL

Section 1. The Administration will make every effort to provide funds for travel to professional meetings and other appropriate events in at least the amounts made available during the 1979-80 academic year, subject, however, to reduction or elimination as may be required by compelling financial reasons. Such travel funds will be allocated equitably among the members of each department including those faculty who are on approved professional improvement leave, and for this purpose, equitable allocation of opportunity to utilize travel funds may extend over a period of academic years.

Section 2. Faculty members who have received travel funds from the College to attend professional meetings shall report to their colleagues on the substance of the meetings. A written summary shall be filed with the appropriate Dean or Division Head and, where appropriate, shall be shared with the College community.

ARTICLE XVI
COMPENSATION

1986-87, 1987-88 and 1988-89 ACADEMIC YEAR SALARIES

Section 1. A new salary structure and corresponding salary schedules will be implemented for academic years 1986-87, 1987-88 and 1988-89.

Section 2. For academic years 1986-87, 1987-88 and 1988-89, each faculty member will be compensated according to the salary schedule adopted for that year attached hereto as Appendices A, B and C respectively at the next highest 1/2 salary step, or next highest full step in those instances where there is no 1/2 salary step between two full steps.

Section 3. Faculty members who have received one or both of the salary increments provided in the past based on years of service to the College will continue to receive those increments. Faculty members who complete three (3) academic years at step 14 of the faculty salary schedule will receive a salary increment in the amount of $450, and faculty members who complete seven (7) academic years at step 14 of the faculty salary schedule will receive a second salary increment of $300. Each salary increment will be granted to the faculty member upon the tender and acceptance of his or her contract for the subsequent academic year. Years toward one or both of the salary increments accumulated by a faculty member at step 13 of the faculty salary schedules in effect prior to 1978-79 will be credited toward the years of service required at step 14 for purposes of determining salary increments, but only after a faculty member has served at least one (1) academic year at step 14.

Section 4. There will be ceilings on the percentage of faculty members who may at any time occupy the following salary grades:

(A) H. Not more than 20% of the total faculty may occupy a place in salary grade H.

(B) F, G and H, in total. Not more than 50% of the total faculty may occupy a place in salary grades F through H, inclusive.

(C) D, E, F, G, and H, in total. Not more than 95% of the total faculty may occupy a place in salary grades D through H inclusive.

Section 5. In the event two (2) or more faculty members are eligible for promotion in salary grades, but because of the percentage limits there are insufficient openings to permit all such eligible faculty member candidates to be promoted in salary grade, a Joint Administration-Faculty Committee will review the merits of each candidate's qualifications and select among such candidates the faculty member or members who will be promoted to the available opening(s).

ARTICLE XVII
LIFE INSURANCE

The College will provide life insurance benefits to members of the bargaining unit equal to 2 1/2 times their basic salary, rounded to the next lower $500, up to a maximum of $150,000 subject to the terms and conditions set forth in the insurance policy issued by the College's carrier.

ARTICLE XVIII
HEALTH CARE

Section 1. The College will provide basic hospitalization insurance benefits to members of the bargaining unit subject to the terms and conditions set forth in the insurance policy issued by the College's carrier. Those members of the bargaining unit who elect the alternative hospitalization coverage provided by Kaiser Permanente must pay the difference between the rates charged by the College's hospitalization insurance carrier and Kaiser.

Section 2. Prescription drugs will be a covered medical expense under the College's medical benefit plans subject to a $3.00 deductible on each prescription drug or refill thereof purchased. A prescription card will be issued to members for presentation to the pharmacist at the time of purchase.

Section 3. Major Medical. The College will provide a $250,000 major medical benefit to members of the bargaining unit subject to applicable deductibles, percentage limitations and other terms and conditions set forth in the insurance policy issued by the College's carrier.

Section 4. The College provides a group vision benefit. The College shall maintain this benefit as it existed on June 30, 1983.

Section 5. The College will pay all health insurance costs up to and through December 31, 1984.

Section 6. Effective January 1, 1985, and throughout the balance of this contract, any cost increases over those in effect on June 30, 1984 (as measured on an individual premium basis), shall be divided 50/50 between the employee and the College.

Section 7. As soon as possible, a committee comprised of an equal number of representatives from the Administration, the various collective bargaining units electing to participate, and the non-bargaining unit support staff will be afforded an opportunity to explore alternative health care cost containment possibilities. Working through the administration, the committee shall be permitted to inspect necessary data, and as a committee may contact health care providers to secure necessary information subject to prior clearance and approval of the College. The recommendations of this committee will be formally presented to the Board of Trustees and recommended for approval if mutually agreeable to the College and the participating employee groups, if they result in a savings to the College as of the time of the recommendation, and if they are otherwise feasible.

Section 8. The College agrees that the CCC-AAUP will be represented on the above Health Care Committee by a maximum of three (3) individuals who, in recognition of their service on the Committee, shall receive three (3) EQU's each on a one-time only, non-precedental basis during the fall quarter of 1984.

ARTICLE XIX
LONG-TERM DISABILITY INSURANCE

After all current and accumulated sick leave has expired, or after 60 calendar days, whichever is greater, the College will provide a disabled member 70% of his basic salary up to a maximum of $2,000 per month subject to the terms and conditions set forth in the disability insurance policy issued by the College's carrier.

ARTICLE XX
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

The College will provide accidental death insurance benefits to members of the bargaining unit equal to 2-1/2 times their basic salary, rounded to the next lower $500, to a maximum of $150,000 and accidental dismemberment insurance benefits subject to the terms and conditions set forth in the insurance policy issued by the College's carrier.

ARTICLE XXI
SUMMER SCHOOL

Effective Summer, 1982, faculty members (including both instructional and non-instructional faculty) shall be offered summer school assignments under the following provisions: A minimum of 60% of base Summer School IFTE requirements will be filled by regular full-time faculty compensated on a pro-rata basis based upon the prevailing EQU workload standard. Compensation for summer sessions will be based upon prevailing EQU workload standard e.g. the 1983-84 summer session base equals 45 EQU's. Both instructional and non-instructional faculty requirements will be based upon the previous summer for the purpose of determining the 60% minimum utilization of full-time faculty.

The College and the CCC-AAUP will create a joint committee to review and recommend guidelines relative to summer session staffing.

ARTICLE XXII
RETIREMENT

Section 1. The College agrees to participate in, and contribute to, the State Teachers Retirement System and to abide by any and all rules and regulations now in effect or subsequently enacted, for the duration of this Agreement.

Section 2. The College agrees to continue the practice of STRS pickup.

ARTICLE XXIII
FACULTY BENEFITS AND PRIVILEGES

Section 1. Any benefits and/or status to which faculty members presently have vested rights will remain in effect.

Section 2. The CCC-AAUP will be notified before the College adopts any new policy which adversely effects members of the bargaining unit.

ARTICLE XXIV
PATENTS AND COPYRIGHTS

Section 1. Faculty members shall have sole rights of ownership and disposition of copyrightable material and patents generated by their own individual initiative, provided there is no substantial use of College personnel, facilities, or resources. However, supplementary course material prepared by a faculty member, even if copyrighted, which has no reasonable market potential outside the College will be made available without charge.

Section 2. Faculty members and the College shall share the ownership and disposition of copyrightable material and patentable discoveries or inventions generated where there is a substantial use of College personnel or facilities not uniformly provided to other similarly situated faculty members. College personnel or facilities include, but are not limited to, reassigned time, secretarial help, financial assistance (such as student aides) or College services, equipment or building. Division of royalties under these circumstances shall be 80% to the faculty member and 20% to the College unless other written arrangements are made prior to the initiation of the work.

Section 3. Copyrights and patents developed from projects undertaken by a faculty member pursuant to an agreement with the College whereby the College commits substantial resources to the project shall belong to the College together with all royalties or profits therefrom.

Section 4. Rights to copyrightable material and patents developed as a result of work supported partially or totally by an outside agency or sponsor through a contract or grant shall be disposed of in accordance with the terms of the contract or grant. Prior to the faculty member accepting sponsored research or developmental assignments, the College will be consulted and must approve the contract or grant and the details of the project, the division of any resulting copyrights or patents, and the division of royalties.

ARTICLE XXV
CCC-AAUP RIGHTS AND RESPONSIBILITIES

Section 1. The President of the CCC-AAUP shall be provided with a private faculty office.

Section 2. Bulletin boards at each campus will be designated for the use of the CCC-AAUP.

Section 3. Effective fiscal year 1987, the maximum aggregate for reassigned time shall be changed from 45 EQU's per year to a maximum of 60 EQU's per year provided that the CCC-AAUP submits to the College a list of specific acceptable union-related responsibilities that its officers will be involved in during such reassigned time.

Section 4. A variety of professional activities undertaken through or on behalf of the CCC-AAUP including, but not limited to, negotiation of the Memorandum of Agreement, coordination of national or regional AAUP seminars and participation in governance and community affairs as an AAUP representative, will be counted as professional service for the purpose of fulfilling the faculty obligations under the professional accountability system. If a faculty member intends to seek credit for activities other than those listed above he should notify his supervisor prior to undertaking the activity and obtain approval.

Section 5. The CCC-AAUP, faculty members, and the Administration recognize the professional rights and responsibilities for which professional faculty and administrators are responsible within an academic educational community.

Section 6. The CCC-AAUP will be permitted to use College classrooms and equipment for meetings subject to availability and prior administrative approval.

Section 7. The CCC-AAUP and the College will share equally in the cost of the preparation and printing of the collective bargaining agreement.

ARTICLE XXVI
EVALUATIONS

The College and the CCC-AAUP agree that the evaluation of faculty members is a critical element in achieving a high level of instruction and student service. The College and the CCC-AAUP further agree that a uniform evaluation system, administered in a fair and equitable manner, is basic to the accomplishment of this objective. In keeping with this fundamental understanding, the College agrees to develop a comprehensive faculty evaluation process to be utilized consistently on a Collegewide basis. The revised faculty evaluation process will be implemented no later than Fall Quarter 1987. During the 1986-87 academic year, the College agrees to designate a single evaluation instrument to be utilized consistently on a collegewide basis. The instrument necessarily will take into consideration the varying criteria for instructional and non-instructional faculty, as well as programmatic differences.

ARTICLE XXVII
ACADEMIC FREEDOM AND RESPONSIBILITY

Section 1. Academic Freedom at Cuyahoga Community College is the right of a faculty member, in his capacity primarily as a teacher, to engage in the search for truth and its exposition within his academic discipline free from institutional censorship.

Section 2. A faculty member is entitled to freedom in the classroom in discussing his subject but should be careful to present the various scholarly views related to the subject and to avoid introducing in his teaching, or intruding into the classroom setting, material, particularly controversial material, which has no relation to his subject.

Section 3. A faculty member is entitled to full freedom in research and in the publication of the results, but this right is subject to the performance of his primary duties as a teacher at the College.

Section 4. A faculty member is also entitled to speak or write free from institutional censorship or sanction, but his special position as a member of a learned profession and as a professional member of this educational institution imposes special obligations upon him. Because the public may judge the profession and the College by his utterances, a faculty member should at all times strive to be accurate, exercise appropriate restraint and show respect for the opinions of others. It is of special importance that in making such public utterances, a faculty member indicate that he is not a spokesman for the College.

Section 5. The concept of academic freedom must be accompanied by an equally demanding concept of academic responsibility. The concern of the institution and its members regarding safeguards for academic freedom must extend equally to requiring responsible service, consistent with the mission, purpose, goals and objectives of the College.

Section 6. The College shall notify all affected faculty of any and all changes of grade for whatever reason.

ARTICLE XXVIII
TUITION REMISSION

Section 1. Members of the bargaining unit shall be permitted to take up to eight (8) hours of credit, audit, or non-credit courses each academic quarter for which the instructional fee shall be waived. The general fee must be paid by the faculty member.

Section 2. Members of the bargaining unit are expected to attend course(s) during their non-working hours.

Section 3. In order to attend non-credit courses/workshops/seminars that are conducted by the College, members of the bargaining unit may receive tuition remission each academic quarter up to a maximum dollar value equal to eight credit hours of in-county tuition.

Section 4. Dependents of faculty members covered by this Agreement shall be permitted to take credit, audit, or non-credit courses up to an amount that is considered the status of full-time student for which the instructional fee shall be waived. The general fee and an additional fee of $5.00 per quarter shall be paid by the students.

Section 5. For the purpose of this Agreement, dependent means spouses and natural or legally adopted dependent unmarried children.

Section 6. The foregoing benefit shall extend to the natural or legally adopted dependent unmarried children of deceased persons who, at the time of their death were members of the bargaining unit. However, the right to such benefit will terminate upon a dependent child's attainment of age twenty-three (23).

ARTICLE XXIX
PERSONNEL FILES

Faculty members will have access to their complete personnel file upon making a written request to the Vice President for Human Resources/Personnel Relations three (3) workdays in advance of the time they wish to inspect the file. However, letters of recommendation solicited with respect to initial employment or other letters of recommendation subsequently solicited with the consent of the faculty member will be excluded from inspection. Copies of any material placed in the personnel file other than written recommendations will be given to the faculty member. If any material is adverse, the faculty member will be given the opportunity to place an appropriate response in the file.

ARTICLE XXX
NON-DISCRIMINATION

Section 1. Both the College and the CCC-AAUP recognize their respective responsibilities under Federal and State civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex, or marital status. Furthermore, the College will not discriminate on the basis of handicap, provided the handicap does not substantially impair the person's ability to perform the work, and employing a handicapped person would not significantly increase the occupational hazards effecting either the handicapped person, other employees, the general public, or the facilities in which the work is performed.

Section 2. Subject to the maintenance of membership obligations set out in Article III, the College and the CCC-AAUP recognize the right of all faculty members and all applicants for employment to be free to join or not to join the CCC-AAUP and to participate or to refrain from participation in lawful concerted CCC-AAUP activities. Therefore, the College and the CCC-AAUP agree that there shall be no discrimination, interference, restraint, coercion, or reprisal by the College or the CCC-AAUP against any faculty member or members or any applicant for employment because of CCC-AAUP membership or non-membership or because of any lawful activity in an official capacity on behalf of the CCC-AAUP.

Section 3. The male pronoun or adjective, where used in this Agreement, also refers to females.

ARTICLE XXXI
COLLEGE GOVERNANCE

Section 1. The principles and guidelines of the existing College-wide Governance System shall be continued for the duration of this agreement subject, however, to the changes made in this Article.

Section 2. One-half of the faculty representatives to each of the committees of the College-wide Governance System shall be appointed by the CCC-AAUP and one-half shall be appointed by the Joint Faculty Senate Council. In the event that the number of faculty representatives on any given committee is an odd number, the CCC-AAUP shall appoint the majority (e.g., if the number of faculty is 7, the CCC-AAUP shall appoint 4 and the Joint Faculty Senate Council shall appoint 3).

Section 3. Membership of the Committee on Curriculum, Degree Requirements and Academic Calendar, exclusive of support staff and students, shall be as follows:

9 Faculty

4 Administrators

Section 4. The subcommittee of the Committee on Rights and Responsibilities shall be continued except that the membership of the subcommittee shall be appointed from among the membership of the Committee on Rights and Responsibilities.

A. The subcommittee will be charged with responsibility for making recommendations to the full committee with respect to policies concerning such issues as faculty appointments, reappointments, tenure, promotion, non-reappointments, and termination.

B. If the recommendations of the full Committee on Rights and Responsibilities differ from those of the subcommittee, both sets of recommendations shall be forwarded to the Vice President for Academic Affairs, the President of the CCC-AAUP, and the Chairperson of the Joint Faculty Senate Council.

Section 5. A new faculty committee called the Governance Monitoring Committee shall be established. Its membership shall consist of a representative from the CCC-AAUP, a representative from the Joint Faculty Senate Council, and one faculty representative from each committee of the College-wide Governance System.

A. This committee shall monitor and evaluate the effectiveness of the operations of the College-wide Governance System and make recommendations, as needed, with respect to the improvement thereof. Its recommendations shall be forwarded to the Vice President for Academic Affairs, the President of the CCC-AAUP, and the members of the College Forum.

Section 6. Special Ad Hoc Committees. The College may convene special and ad hoc committees to deliberate on issues of College-wide importance, and further may provide for faculty participation where such is determined appropriate.

Section 7. During the term of this Agreement, a special committee on Academic Affairs will be convened by the Vice President for Academic Affairs and charged to review current administrative arrangements and structure which affect the academic affairs of the College and to make recommendations to the College administration relative to promotion of teaching and learning toward academic excellence. Within this context, the committee will consider the matter of conversion from the current quarter system to a semester system format and to review professional responsibilities related to such a conversion. The composition of the special Academic Affairs committee will be established by the Board of Trustees Planning and Evaluation Committee to insure that the interests of faculty and administration are appropriately represented.

Section 8. The Advisory Budget Committee, composed of representatives appointed by the Administration and the CCC-AAUP, with equal administrative and faculty representation, shall be continued unless or until agreement is reached to incorporate the committee with additional representation from support staff and students into the College-wide Governance System.

A. The committee will review campus and district budget proposals and relevant background materials at appropriate times in the budgetary process.

B. The committee shall make reports and recommendations as it deems appropriate from time to time and such reports shall be submitted to the Vice President for Finance/Treasurer, the Vice President for Human Resources/Personnel Relations, the President of the CCC-AAUP, and the Chairperson of the Joint Faculty Senate Council.

C. The committee will be the vehicle through which the College, upon AAUP request, will provide the AAUP with data on information directly relevant to collective bargaining and contract administration.

ARTICLE XXXII
GRIEVANCE PROCEDURE

Section 1. All grievances concerning the interpretation and/or application of the provisions of this Agreement shall be settled in strict accordance with the procedure set forth in this Article, and except as otherwise specifically provided in this Agreement, this procedure is the sole and exclusive method of disposing of such grievances. It is mutally understood and agreed that the operation and recommendations of the Advisory Governance Committees, the content and implementation of the professional accountability system developed pursuant to Article VI, Section 2, as well as the decision of the College with respect to the granting of tenure or promotions are not subject to this grievance procedure or any other dispute resolution mechanism established in this Agreement. The College agrees that in all cases of discipline, notification of such discipline will be simultaneously issued to both the affected member and the CCC-AAUP.

Step 1. Members of the bargaining unit are encouraged to work out grievances on an informal basis wherever possible.

Step 2. If the grievance is not resolved under the informal method set forth in Step 1, a written grievance must be filed with the designated Step Administrator at the site where the alleged grievance arose. Such written grievance must be filed within 10 working days of the alleged violation of this Agreement. Within 10 working days after the filing of the grievance, a meeting will be held among the designated administrator, the aggrieved member(s), and if the member(s) so elect(s), a representative of the CCC-AAUP. Following this meeting, the designated administrator shall issue a written answer to the grievance within 7 working days.

Step 3. If the grievance is not satisfactorily settled in Step 2, the member and/or the CCC-AAUP may appeal the Step 2 answer to the Campus Provost/Vice President, within 7 working days after receipt of the Step 2 response. Such appeal shall be in writing and shall specify the reason why the grievant believes the Step 2 decision is in error. The Campus Provost/Vice President shall schedule a grievance meeting with the member(s) and if the member(s) so elect(s), a representative of the CCC-AAUP, within 7 working days after receipt of the appeal and shall issue a written decision to the aggrieved member within 7 working days after the close of the meeting. If the issue could affect other members of the bargaining unit, the CCC-AAUP shall be notified of such meeting and have a right to be present and participate.

Step 4. If the grievance is not satisfactorily settled in Step 3, the aggrieved member and/or the CCC-AAUP may file an appeal with the Vice President for Human Resources/Personnel Relations of the College or his designee within 7 working days after the receipt of the Step 3 decision. Such appeal shall be in writing and shall specify the reason why the aggrieved member(s) and/or the CCC-AAUP believe(s) that the Step 3 decision is in error. The Vice President for Human Resources/Personnel Relations or his designee shall schedule a grievance meeting with the aggrieved member(s) and/or the representative of the CCC-AAUP as outlined above within 7 working days after the receipt of the appeal and shall render a written response within 7 working days after the close of the meeting.

Step 5. If the CCC-AAUP is dissatisfied with the Step 4 response and the grievance does not involve the non-renewal of a faculty member's contract, the CCC-AAUP may refer the matter to binding arbitration within ten (10) working days after the issuance of the Step 4 decision. If the CCC-AAUP elects to appeal the decision of the Vice President for Human Resources/Personnel Relations on a grievance to binding arbitration, the CCC-AAUP will waive the right to litigate or resolve the dispute in any other forum or by any other procedure.

Section 2. Upon written notice of the CCC-AAUP's intent to arbitrate a grievance, the parties shall each designate a representative, and the two representatives shall attempt to agree upon an impartial arbitrator. If the designated representatives are unable to reach agreement within one (1) week, the parties may request that the American Arbitration Association submit a panel of seven (7) arbitrators, and the arbitrator shall be selected in accordance with the Agency's then-applicable rules.

Section 3. In the event the CCC-AAUP is dissatisfied with the Step 4 response of the Vice President for Human Resources/Personnel Relations on a grievance involving non-renewal of a faculty member's contract, it may appeal the decision to advisory arbitration. The procedure for setting up such advisory arbitration shall be the same as the procedure set forth in Section 2. The findings and recommendation of the arbitrator under this procedure shall be issued to the Board of Trustees, the CCC-AAUP and the faculty member.

Section 4. In the event a grievance goes to arbitration, this Agreement shall be the basis on which the arbitrator's decision is rendered, and in reaching his decision, the arbitrator shall have no authority to amend, modify or in any way change its terms.

Section 5. Expenses and fees of the arbitrator shall be shared equally by the College and the CCC-AAUP.

Section 6. Decisions of arbitrators and settlements reached by the College and the CCC-AAUP in any step of the grievance procedure shall be final and binding on the CCC-AAUP, the College and the grievant.

Section 7. The time limits imposed by this Article shall, unless extended by mutual agreement, be considered as binding. In the event the College fails to answer a grievance at Step 2 or Step 3 within the established time limit, the Union may give notice in writing to the Vice President for Human Resources/Personnel Relations or his designee that the grievance will be considered granted unless the College answers the grievance within five (5) working days following receipt of the notice.

Section 8. If, in the opinion of the College or the AAUP, an individual's grievance affects a substantial number of employees as it relates to a particular set of facts, circumstances or issues similar to other employees, or as it relates to certain provisions of the Memorandum of Agreement, that grievance shall be converted to a policy grievance. Through the mechanism of the policy grievance, the related grievances of similarly situated employees, whether filed or not, will be consolidated into one proceeding, the outcome of which will be binding on all parties, actual or potential. Once classified as a policy grievance, the dispute will be handled pursuant to the existing procedure culminating in limited jurisdiction binding arbitration.

ARTICLE XXXIII
NO STRIKE/NO LOCKOUT

Section 1. The College and the CCC-AAUP subscribe to the principle that any and all differences arising under this Agreement should be resolved by peaceful and appropriate means without any interruption of the College programs and operations. Therefore, the CCC-AAUP agrees that during the term of this Agreement it shall not directly or indirectly call, authorize, instigate, engage in, support, encourage, ratify, assist in any way, or sanction any strike (including a sympathy strike), slowdown, work stoppage, or any interruption or interference with the normal operations of the College. Further, the CCC-AAUP agrees that after the expiration of this Agreement it shall not directly or indirectly call, authorize, instigate, engage in, support, encourage, ratify, assist in any way, or sanction any strike (including a sympathy

strike), slowdown, work stoppage, or any interruption or interference with the normal operations of the College, except as provided by and in conformance with the Ohio Public Sector Bargaining Act.

Section 2. In addition, no faculty member shall instigate or participate, directly or indirectly, in any strike (including a sympathy strike), slowdown, work stoppage, or any interruption or interference with the normal operations of the College. Provided, however, it shall not be a violation of this Agreement for a faculty member to refuse to cross a picket line where there is a real and bona fide concern for personal safety. Violation of this provision shall be proper cause for disciplinary action, including discharge at the College's sole discretion. The sole question of whether a faculty member has engaged in any conduct prohibited by this provision is reviewable through the grievance and arbitration process.

Section 3. The CCC-AAUP shall at all times cooperate with the College in continuing normal operations and shall actively discourage and endeavor to prevent or terminate any violation of this provision. In the event any violation of this provision occurs, the CCC-AAUP shall immediately notify all faculty members that the strike, slowdown, work stoppage, or other interference with normal College operations is prohibited and is not in any way sanctioned or approved by the CCC-AAUP. Furthermore, the CCC-AAUP shall immediately advise members of the bargaining unit to return to their duties at once.

Section 4. The College agrees that during the term of this Agreement it shall not lock out any faculty members covered by this Agreement.

ARTICLE XXXIV
PROFESSIONAL ACTIVITIES OUTSIDE THE COLLEGE

It is recognized that faculty members may engage in limited professional activities outside the College and for which compensation is not received through the College, provided such activities do not interefere with the individual's full-time responsibilities to the College. In those instances when a faculty member has failed to perform one or more of his contractual responsibilities with the College and there is sufficient reason to believe that such performance is due to interference from the faculty member's outside professional activities, the faculty member will, upon written request, provide to the appropriate academic administrator sufficient information in writing concerning his outside professional activities.

ARTICLE XXXV
LEGALITY

It is the intent of the College and the CCC-AAUP that this Agreement comply in every respect with applicable statutes, constitutional requirements, affirmative action obligations and other governmental regulations, as well as judicial opinions. If any tribunal (including, but not limited to, a court of competent jurisdiction or any administrative agency or governmental body having jurisdiction) adjudges any article, section or clause in this Agreement to be in conflict with any law, regulation or affirmative action obligation, all the remaining articles, sections and clauses which are not rendered meaningless, inoperable or ambiguous as a result of the judgment shall remain in full force and effect for the duration of this Agreement. In the event any article, section, or clause is adjudged to be unlawful, and if the CCC-AAUP so requests, the parties will meet and discuss a lawful alternative provision.

ARTICLE XXXVI
DURATION

This Agreement represents a complete and final understanding on all bargainable issues between the College and the CCC-AAUP. This Agreement shall be effective September 1, 1986 and remain in full force and effect until September 1, 1989, and thereafter from year to year unless at least one hundred twenty (120) days prior to said expiration date or any anniversary thereof, either party gives timely written notice of an intention to reopen negotiations.

Effective June 1, 1981, the College shall have the right to reopen the contract on all economic subject matters based on the Board of Trustee's good faith determination of the existence of a "crisis" financial exigency.

Such good faith determination of "crisis" financial exigency will be subject to expedited review under the grievance/arbitration procedure. The Administration will endeavor to provide a sixty (60) day notice of its reason to believe that there is a pending "crisis" financial exigency to the CCC-AAUP and provide that organization with all available information. For the purpose of this section, "crisis" financial exigency shall be defined as follows: That current and projected revenues are so limited that the College can no longer continue to fulfill current and future financial obligations under the contract without disrupting the administration and program integrity of the College. During the pendency of such "crisis" financial exigency, Article XXXIII, No Strike, No Lockout, shall be suspended.

IN WITNESS WHEREOF, the parties have hereunto set their hands

this 23rd day of April, 1987.

Patricia Masterson
President, CCC-AAUP

Ralph Tyler
Ralph Tyler
Chairman, Board of Trustees

Vernon K Burger

Edward Theberge

Nolen M. Ellison
Nolen M. Ellison
President

Carol A Jones

Joseph A. Nolan

Andrew M. St. Hoare

William L. Murphy

Albert K. Voigt

FACULTY SALARY SCHEDULE FOR 36 WEEKS SERVICE

SALARY TABLE 71

CUYAHOGA COMMUNITY COLLEGE
CLEVELAND, OHIO

Fiscal Year 1986-87

Salary Steps	Salary Grades							
	A	B	C	D	E	F	G	H
14.0				36,242	37,856	40,413	42,211	45,063
13.5	30,444	31,801	33,219	35,463	37,042	39,541	41,304	44,092
13.0	29,790	31,115	32,502	34,697	36,242	38,688	40,413	43,142
12.0	28,520	29,790	31,115	33,219	34,697	37,042	38,688	41,304
11.5	27,903	29,148	30,444	32,502	33,949	36,242	37,856	40,413
11.0	27,302	28,520	29,790	31,801	33,219	35,463	37,042	39,541
10.0	26,138	27,302	28,520	30,444	31,801	33,949	35,463	37,856
9.5	25,575	26,716	27,903	29,790	31,115	33,219	34,697	37,042
9.0	25,025	26,138	27,302	29,148	30,444	32,502	33,949	36,242
8.0	23,959	25,025	26,138	27,903	29,148	31,115	32,502	34,697
7.5	23,442	24,484	25,575	27,302	28,520	30,444	31,801	33,949
7.0	22,937	23,959	25,025	26,716	27,903	29,790	31,115	33,219
6.0	21,959	22,937	23,959	25,575	26,716	28,520	29,790	31,801
5.5	21,485	22,443	23,442	25,025	26,138	27,903	29,148	31,115
5.0	21,020	21,959	22,937	24,484	25,575	27,302	28,520	30,444
4.0	20,126	21,020	21,959	23,442	24,484	26,138	27,302	29,148
3.5	19,693	20,567	21,485	22,937	23,959	25,575	26,716	28,520
3.0	19,266	20,126	21,020	22,443	23,442	25,025	26,138	27,903
2.0	18,542	19,266	20,126	21,485	22,443	23,959	25,025	26,716
1.5	18,051	18,852	19,693	21,020	21,959	23,442	24,484	26,138
1.0	17,660	18,542	19,266	20,567	21,485	22,937	23,959	25,575

20%
50%
95%

A = B.A. degree (or equivalent)
B = B.A. + 15 semester (22.5 quarter) credits
C = B.A. + 30 semester (45 quarter) credits
D = B.A. + 45 semester (67.5 quarter) credits or M.A. degree
E = M.A. + 15 semester (22.5 quarter) credits
F = M.A. + 30 semester (45 quarter) credits
G = M.A. + 45 semester (67.5 quarter) credits
H = Doctorate

APPENDIX A

FACULTY SALARY SCHEDULE FOR 36 WEEKS SERVICE

SALARY TABLE 71

CUYAHOGA COMMUNITY COLLEGE
CLEVELAND, OHIO

Fiscal Year 1987-88

Salary Steps	Salary Grades							
	A	B	C	D	E	F	G	H
14.0				37,329	38,992	41,625	43,477	46,415
13.5	31,357	32,755	34,216	36,527	38,153	40,727	42,543	45,415
13.0	30,684	32,048	33,477	35,738	37,329	39,849	41,625	44,436
12.0	29,376	30,684	32,048	34,216	35,738	38,153	39,849	42,543
11.5	28,740	30,022	31,357	33,477	34,967	37,329	38,992	41,625
11.0	28,121	29,376	30,684	32,755	34,216	36,527	38,153	40,727
10.0	26,922	28,121	29,376	31,357	32,755	34,967	36,527	38,992
9.5	26,342	27,517	28,740	30,684	32,048	34,216	35,738	38,153
9.0	25,776	26,922	28,121	30,022	31,357	33,477	34,967	37,329
8.0	24,678	25,776	26,922	28,740	30,022	32,048	33,477	35,738
7.5	24,145	25,219	26,342	28,121	29,376	31,357	32,755	34,967
7.0	23,625	24,678	25,776	27,517	28,740	30,684	32,048	34,216
6.0	22,618	23,625	24,678	26,342	27,517	29,376	30,684	32,775
5.5	22,130	23,116	24,145	25,776	26,922	28,740	30,022	32,048
5.0	21,651	22,618	23,625	25,219	26,342	28,121	29,376	31,357
4.0	20,730	21,651	22,618	24,145	25,219	26,922	28,121	30,022
3.5	20,284	21,184	22,130	23,625	24,678	26,342	27,517	29,376
3.0	19,844	20,730	21,651	23,116	24,145	25,776	26,922	28,740
2.0	19,098	19,844	20,730	22,130	23,116	24,678	25,775	27,517
1.5	18,593	19,418	20,284	21,651	22,618	24,145	25,219	26,922
1.0	18,190	19,098	19,844	21,184	22,130	23,625	24,678	26,342

20%
50%
95%

A = B.A. degree (or equivalent)
B = B.A. + 15 semester (22.5 quarter) credits
C = B.A. + 30 semester (45 quarter) credits
D = B.A. + 45 semester (67.5 quarter) credits or M.A. degree
E = M.A. + 15 semester (22.5 quarter) credits
F = M.A. + 30 semester (45 quarter) credits
G = M.A. + 45 semester (67.5 quarter) credits
H = Doctorate

FACULTY SALARY SCHEDULE FOR 36 WEEKS SERVICE

SALARY TABLE 71

CUYAHOGA COMMUNITY COLLEGE
CLEVELAND, OHIO

Fiscal Year 1988-89

Salary Steps	Salary Grades							
	A	B	C	D	E	F	G	H
14.0				38,449	40,162	42,874	44,781	47,807
13.5	32,298	33,738	35,242	37,623	39,298	41,949	43,819	46,777
13.0	31,605	33,009	34,481	36,810	38,449	41,044	42,874	45,769
12.0	30,257	31,605	33,009	35,242	36,810	39,298	41,044	43,819
11.5	29,602	30,923	32,298	34,481	36,016	38,449	40,162	42,874
11.0	28,965	29,602	31,605	33,738	35,242	37,623	39,298	41,949
10.0	27,730	28,965	30,257	32,298	33,738	36,016	37,623	40,162
9.5	27,132	28,343	29,602	31,605	33,009	35,242	36,810	39,298
9.0	26,549	27,730	28,965	30,923	32,298	34,481	36,016	38,449
8.0	25,418	26,549	27,730	29,602	30,923	33,009	34,481	36,810
7.5	24,869	25,976	27,132	28,965	30,257	32,298	33,738	36,016
7.0	24,334	25,418	26,549	28,343	29,602	31,605	33,009	35,242
6.0	23,297	24,334	25,418	27,132	28,343	30,257	31,605	33,738
5.5	22,794	23,809	24,869	26,549	27,730	29,602	30,923	33,009
5.0	22,301	23,297	24,334	25,976	27,132	28,965	30,257	32,298
4.0	21,352	22,301	23,297	24,869	25,976	27,730	28,965	30,923
3.5	20,893	21,820	22,794	24,334	25,418	27,132	28,343	30,257
3.0	20,439	21,352	22,301	23,809	24,869	26,549	27,730	29,602
2.0	19,671	20,439	21,352	22,794	23,809	25,418	26,549	28,343
1.5	19,151	20,001	20,893	22,301	23,297	24,869	25,976	27,730
1.0	18,736	19,671	20,439	21,820	22,794	24,334	25,418	27,132

20%
50%
95%

A = B.A. degree (or equivalent)
B = B.A. + 15 semester (22.5 quarter) credits
C = B.A. + 30 semester (45 quarter) credits
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